

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR INFORMATION SERVICES***

**PROJECT MANUAL:  
*CITY OF NEWTON MUNICIPAL STORAGE AREA NETWORK  
INVITATION FOR BID #13-01***

**Bid Opening Date: July 19, 2012 at 10:00 a.m.**

**JULY 2012  
Setti D. Warren, Mayor**

# **CITY OF NEWTON, MASSACHUSETTS**

**PURCHASING DEPARTMENT**

**[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)**

**Fax (617) 796-1227**

July 16, 2012

## **ADDENDUM #1**

**INVITATION FOR BID #13-01**

**CITY OF NEWTON MUNICIPAL STORAGE AREA NETWORK**

THIS ADDENDUM IS TO:

**PROVIDE A REVISED BID ITEM SHEET**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.

*Purchasing Department*

## REVISED BID ITEM SHEET

Main Product	Qty	Part #	Description	Mfr	Type	Unit Price	Total
VMware Essentials Plus	1	VS5-ESP-BUN-C	VMware vSphere 5 Essentials Plus Kit for 3 hosts (Max 2 processors per host) and 192 GB vRAM entitlement-SnS is required. VMware vSphere Essentials Plus includes vCenter Server Essentials and ESXi for 3 hosts, plus the following features: vCenter agents, 8-way vSMP, Update Manager, Data Recovery and High Availability. vSphere Essentials Plus is limited for use on up to 3 hosts and on servers with up to two processors only. 192 GB total VRAM entitlement. The server hosts must be managed by the vCenter Server Essentials edition that is provided with this bundle, and that same vCenter Server Essentials edition cannot be used to manage other server hosts not included with this edition.	VMWARE	Software		
	1	VS5-ESP-BUN-P-SSS-C	Production Support/Subscription VMware vSphere 5 Essentials Plus Kit for 1 year-Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	VMWARE	Support		
EMC VNXe 3100	1	V211D08A12PM	VNXE3100 2XSP DPE 8GB 12X3.5 6X600GB SAS	EMC	Hardware		
	1	V2-PS07-010-6	6TB SAS DISK PACK (6 X 1TB 7200RPM)	EMC	Hardware		
	1	V13-PWR-12	2 C13 PWRCORDS W/NEMA 5-15 PLUG 125V 10A	EMC	Hardware		
	1	V21-SWFEATURE	VNXE3100 SOFTWARE FEATURES	EMC	Software		
	1	457-100-349	VNXE3100 BASE OE v2.0 DUAL SP EMC ECOSYS	EMC	Software		
	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EMC	Support		
	1	M-PRESW-011	PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM	EMC	Support		
	2	V2-1GB-IO	1 GB IO MODULE	EMC	Hardware		
Cisco	2	R210-2121605W	UCS C210 M2 Srvr w/1PSU, w/o CPU, mem, HDD, DVD or PCIe card	Cisco	Hardware		
	4	UCS-CPU-E5645	2.40 GHz E5645/80W 6C/12M Cache/DDR3 1333MHz	Cisco	Hardware		
	8	UCS-MR-1X082RX-A	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	Cisco	Hardware		
	2	R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	Cisco	Hardware		
	2	R2X0-ML002	LSI 1064E (4-port SAS 3.0G RAID 0, 1, 1E ) Mezz Card	Cisco	Hardware		
	2	N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	Cisco	Hardware		
	4	A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	Cisco	Hardware		
	2	R2XX-G31032RAIL	Rail Kit for UCS C200, C210 Rack Servers (23.5 to 36)	Cisco	Hardware		
	2	R2X0-PSU2-650W-SB	650W power supply, w/added 5A Standby for UCS C200 or C210	Cisco	Hardware		
	4	CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	Cisco	Hardware		
	28	N20-BBLKD	HDD slot blanking panel for UCS B-Series Blade Servers	Cisco	Hardware		
	8	R200-PCIBLKF1	PCIe Full Height blanking panel for UCS C-Series Rack Server	Cisco	Hardware		
	4	R210-BHTS1	CPU heat sink for UCS C210 M1 Rack Server	Cisco	Hardware		
	2	R210-SASCBL-002	Long SAS Cable for C210 (connects to SAS Extender)	Cisco	Hardware		
	2	R210-SASXTDR	SAS Extender (servers requiring <= 8 HDDs) for UCS C210 M1	Cisco	Hardware		
	2	R2X0-PSU2-650W-SB	650W power supply, w/added 5A Standby for UCS C200 or C210	Cisco	Hardware		
Professional Services	16 hours	Assessment Services	To include full review of full environment and performance requirements		Services		
	16 hours	Design Services	To include full architectural design of environment, SAN, Server, etc..		Services		
	TBD	Installation & Test	Complete installation, configuration, training, and testing of infrastructure		Services		
	10 hours	Support & Help Desk	Post installation onsite and phone support for 1 year		Services		

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #13-01**

The City of Newton invites sealed bids from Contractors for:

**CITY OF NEWTON MUNICIPAL STORAGE AREA NETWORK**

Bids will be received until: **10:00 a.m., July 19, 2012**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., July 5, 2012.**

There will be no charge for contract documents.

**Bid surety is not required with this bid.**

No alternates are required for this bid.

Award will be made to the lowest, responsible and responsive bidder.

**This will be a one-time purchase by Purchase Order.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

All bids are subject to the provisions of M.G.L. Chapter 30B. F.O.B., Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City of Newton bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Maryann LaRosee  
Purchasing Department

July 5, 2012

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
- 1.2 The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer* at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received prior to **Friday, July 13, 2011, at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept. at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #13-01**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

## **ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities of hardware and software indicated on the Bid Form are exact. The support hours are the maximum amount anticipated; however, additional time should be at no cost to the City.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- 4.7 Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.8 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- GENERAL BID FOR:
  - NAME OF PROJECT AND INVITATION NUMBER
  - BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.9 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.10 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

## **ARTICLE 5 – ALTERNATES**

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## **ARTICLE 6 - WITHDRAWAL OF BIDS**

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## **ARTICLE 7 - CONTRACT AWARD**

- 7.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.6 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.7 In the event that the City receives low bids in identical amounts from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## **ARTICLE 8 – TAXES**

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.
- 8.3 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #13-01**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**CITY OF NEWTON MUNICIPAL STORAGE AREA NETWORK**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- C. The proposed contract price is:

\_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_)

COMPANY: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bid Item Sheet, 1 page
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.



The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## BID ITEM SHEET

Main Product	Qty	Part #	Description	Mfr	Unit Price	Total Price
<b>Software: VMware Essentials Plus</b>	1	V55-ESP-BUN-C	VMware vSphere 5 Essentials Plus Kit for 3 hosts (Max 2 processors per host) and 192 GB vRAM entitlement-SnS is required. VMware vSphere Essentials Plus includes vCenter Server Essentials and ESXi for 3 hosts, plus the following features: vCenter agents, 8-way vSMP, Update Manager, Data Recovery and High Availability. vSphere Essentials Plus is limited for use on up to 3 hosts and on servers with up to two processors only. 192 GB total VRAM entitlement. The server hosts must be managed by the vCenter Server Essentials edition that is provided with this bundle, and that same vCenter Server Essentials edition cannot be used to manage other server hosts not included with this edition.	VMWARE		
	1	V55-ESP-BUN-P-SSS-C	Production Support/Subscription VMware vSphere 5 Essentials Plus Kit for 1 year-Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	VMWARE		
<b>Hardware: EMC VNXe 3100</b>	1	V211D08A12PM	VNXE3100 2XSP DPE 8GB 12X3.5 6X600GB SAS	EMC		
	1	V2-PS07-010-6	6TB SAS DISK PACK (6 X 1TB 7200RPM)	EMC		
	1	V13-PWR-12	2 C13 PWRCORDS W/NEMA 5-15 PLUG 125V 10A	EMC		
	1	V21-SWFEATURE	VNXE3100 SOFTWARE FEATURES	EMC		
	1	457-100-349	VNXE3100 BASE OE v2.0 DUAL SP EMC ECOSYS	EMC		
	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EMC		
	1	M-PRESW-011	PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM	EMC		
	2	V2-1GB-IO	1 GB IO MODULE	EMC		
<b>Hardware: Cisco</b>	1	R210-2121605W	UCS C210 M2 Srvr w/1PSU, w/o CPU, mem, HDD, DVD or PCIe card	Cisco		
	2	UCS-CPU-E5645	2.40 GHz E5645/80W 6C/12M Cache/DDR3 1333MHz	Cisco		
	4	UCS-MR-1X082RX-A	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	Cisco		
	1	R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	Cisco		
	1	R2X0-ML002	LSI 1064E (4-port SAS 3.0G RAID 0, 1, 1E ) Mezz Card	Cisco		
	1	N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	Cisco		
	2	A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	Cisco		
	1	R2XX-G31032RAIL	Rail Kit for UCS C200, C210 Rack Servers (23.5 to 36)	Cisco		
	1	R2X0-PSU2-650W-SB	650W power supply, w/added 5A Standby for UCS C200 or C210	Cisco		
	2	CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	Cisco		
	14	N20-BBLKD	HDD slot blanking panel for UCS B-Series Blade Servers	Cisco		
	4	R200-PCIBLKF1	PCIe Full Height blanking panel for UCS C-Series Rack Server	Cisco		
	2	R210-BHTS1	CPU heat sink for UCS C210 M1 Rack Server	Cisco		
	1	R210-SASCBL-002	Long SAS Cable for C210 (connects to SAS Extender)	Cisco		
	1	R210-SASXTDR	SAS Extender (servers requiring <= 8 HDDs) for UCS C210 M1	Cisco		
	1	R2X0-PSU2-650W-SB	650W power supply, w/added 5A Standby for UCS C200 or C210	Cisco		
<b>Professional Services</b>	24 hours	Assessment Services	To include full review of full environment and performance requirements	Vendor		
	24 hours	Design Services	To include full architectural design of environment, SAN, Server, etc..	Vendor		
	16 Hours	Installation & Test	Complete installation, configuration, training, and testing of infrastructure	Vendor		
	20 hours	Support & Help Desk	Post installation onsite and phone support for 1 year	Vendor		

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
**DOES NOT APPLY TO THIS BID**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: **DOES NOT APPLY TO THIS BID**  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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(Signature of individual)

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Name of Business

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB # and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery as specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
9. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
14. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
16. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
17. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

18. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
19. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
20. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
21. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT**

**END OF SECTION**